



Science Applications International Corporation (“SAIC”)

Request for Proposal

City of Memphis Outside Plant Fiber Optic/Copper Cabling and Locate/Maintenance Services

RFP # SAIC CoM 2014 RG R85304

Issue Date: June 3, 2014

Response Date: July 11, 2014

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Response Accepted At: ATTN: SAIC Procurement

c/o City of Memphis, ITS

5125 Elmore Road, Ste. 6

Memphis, TN 38134

E-Mail Inquiries Accepted At: City_of_Memphis_Bids@saic.com

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1. OVERVIEW

1.1. PURPOSE OF THIS RFP

Science Applications International Corporation (SAIC) is issuing this RFP for firms who have the expertise to install and maintain outside plant fiber optic, copper cabling and locate/maintenance services (24x7x365 Tennessee 811 call requirements) in accordance with this RFP document in support of its prime contract with the City of Memphis ("City"). SAIC seeks comprehensive proposals from the respondents of this RFP ("Vendors") that demonstrate the Vendor's capability and capacity to satisfy the City's complete requirements and deliver a compliant solution comprised of technology and support services. The RFP provides information on the requirements necessary for a Vendor submitting a proposal. The intent of this RFP is to develop a contract with one Vendor who can provide the required solution. This is a Request for Proposal that may be modified by the City in the selection process.

Interested parties should carefully review this RFP, including all requirements, terms, conditions, performance standards, and financial requirements to ensure the most responsive proposals.

Issuance of this RFP does not obligate SAIC to contract, in whole or in part, for services specified herein. SAIC reserves the right to cancel this solicitation, in whole or in part, or to reject in whole or in part, any and all proposals. No minimum purchase will be committed to under this RFP. Cancellation of this RFP or any subsequent award will be posted on the City of Memphis's website: Once on the City's homepage www.memphistn.gov, go to the section titled "All RFPS & RFQS," scroll-down the list of RFP's and RFQ's, and then click on the RFP Title.

The term of contract shall be for one (1) year with the option to renew for two (2) additional 12 month periods.

1.2. OVERVIEW OF CITY'S IT NEEDS

The Information Services Division (IS) of the City provides and maintains point to point connectivity for voice, video, and data for local and wide area networks at several points throughout the City. These locations include emergency services and public safety installations, such as Police and Fire stations, where SAIC's response to any system interruption is critical. In addition, many locations present a variety of configuration requirements. In addition, the successful bidder or bidders will be required to provide first time consultation on any services being performed. The City's fiber owned cable is listed in Exhibit 5.

1.3. STRUCTURE OF RFP

The RFP is structured as follows:

Section 1: RFP Overview.

Section 2: Engagement Requirements.

Section 3: Proposal Response Requirements.

Section 4: Instructions on the RFP Process.

Section 5: Qualifying Proposals.

Section 6: RFP Terms and Conditions.

Section 7: List of Attachments and Exhibits.

2. REQUIREMENTS

Vendor(s) will be required to provide all Outside Plant Fiber Optic/Copper and Locate/Maintenance services. This Section contains the functional, technical and support requirements for the desired solution. Where SAIC elects to execute a contract resulting from this RFP, the selected Vendor must have met the requirements set forth below for responding to this RFP.

2.1. INSTALLATION REQUIREMENTS

- a. **Complete and Timely Installation.** The Vendor will be solely responsible for complete and timely installation of all proposed cables and connectors. The Vendor must complete the job within the desired amount of time as specified upon receipt of a Purchase Order from SAIC on behalf of the City unless the City agrees to extend this timeframe. The City reserves the right to bid out larger jobs as separate projects; those jobs must be timed with the City's notification and agreement.
- b. **Inside Cable Routing.** All cable must be installed in J-Hooks rated for communications cabling as local codes require, with fiber optic cabling installed in innerduct. Where existing cable is exposed, the new cable will be installed neatly and will be routed using existing conduits, or where no conduits exist, pricing for installing conduits will be provided as part of the job specifications. Where cable is routed via the ceiling, the cable will be installed neatly beside the existing cable. Fiber optic cabling will be terminated with SC connectors at the termination point unless otherwise specified. Before the installation of any cable, including any fiber optic cable, a Cable Routing Plan will be submitted to the Information Systems Network/Telecom Group for approval.
- c. **Sites Left Clean.** The Vendor will complete the installation by leaving the site "broom clean." On outside plant work, the Vendor will make all necessary repairs to any uprooted asphalt or grass where required.
- d. **Site Drawings.** Updating the fiber owned cabling spreadsheet (see Exhibit 5) will be required when new outside fiber cable has been installed. This information will be submitted to Tennessee One Call in the proper format as well as entered into the Tennessee 811 Call GIS System. For outside fiber optic cable a set of professional legible drawings is also required. Drawings should be accurately marked to indicate the following:
 - Routing of fiber optic cable
 - Depth of cable (buried)
 - Location of man holes and pull-boxes (hand holes)
 - Location of each pole
 - Pole numbers
 - Location of riser poles
 - Span lengths
 - Suspension strand size for each fiber optic cable
 - Types of fiber optic cables
 - Location of aerial splice cases
 - Location of slack loops (service loops)
 - Separation in feet between fiber optic cable and foreign cables

- e. **Copper Telephone Feeder Cable Testing.** Before the work is approved for payment, the Vendor will test all of the cable. All copper telephone feeder cables must be tested for continuity. The Vendor must provide test results in both hard copy and soft copy form.
- f. **Fiber Optic Testing.** Upon completion of each fiber optic installation, the Vendor must test all multimode fiber at both the 850nm and 1300nm wavelengths and all single mode fiber at 1310nm and 1550nm wavelengths with an Anritsu CMA-4500 Optical Time-Domain Reflectometer (OTDR) or approved equal. All test results must be submitted in both hard and soft copy form along with two (2) copies of as built drawings of the fiber optic cabling layout. Attenuation should be less than 2dB per strand unless the lengths of fiber will allow a greater loss according to the ANSI/EIA/TIA 568-B.1, 526-7 and 526-14 standards. Any loss greater than 2dB must be approved by The City or repaired.

Optical Fiber Cable Type	Wavelength (nm)				
Maximum Attenuation (dB/km)					
62.5 / 125 Multimode	850	3.5	1300	1.5	
Singlemode inside plant cable	1310	1.0	1500	1.0	
Singlemode outside plant cable	1310	0.5	1500	0.5	
- g. **Copper Telephone Feeder Cable Labeling:** Upon completion of each network installation, the Vendor will label cables on both ends with a machine-generated label using a corresponding numbering scheme (both ends must have the same number). All labeling must conform to ANSI/TIA/EIA 606-A standards.
- h. **Fiber Labeling.** Upon completion of each network installation, the Vendor will label all terminated optical fibers on both ends with a machine-generated label using a corresponding numbering and/or name scheme (both ends must have the same number). Vendor will tag all new fiber construction at every pole attachment (for aerial fiber) with fiber tags provided by the City.
- i. **Release of Liens.** Before payment is made for each location where cable is installed, the Vendor shall deliver to SAIC releases of all liens and of rights to claim any lien, in a form satisfactory to SAIC, from all material suppliers and subcontractors furnishing labor and materials under this agreement and an affidavit, in a form acceptable to SAIC, to the effect that all labor used under this agreement has been paid.

Special Installation Requirements

- a. **Additions, Moves, and Changes:** Additions, moves, and changes may be ordered as needed for the duration of this agreement, via the Vendor contact person and referenced with a work order number. The Vendor is expected to coordinate changes with current voice and data providers and any other City parties, as needed.
- b. **GPS Information:** All GPS information for any additional or new fiber cabling will be submitted via e-mail to Networkservices@memphistn.gov as soon as the installation is complete. This information will also be provided to Tennessee One Call in the appropriate format.

Cable Requirements

Fiber Optic Cable

Fiber optic cabling used for networking Ethernet systems, backbones, and point-to-point must meet specifications as outlined on Exhibit 4 –Pricing Template. Vendor is to price fiber per foot, including installation. All fiber optic cabling is to be run inside of inner duct for protection, and terminated with Corning SC Unicam connectors.

Aerial Cable Placement

- All fiber cables must be dielectric loose tube with a dry blocking agent.

- All fiber cables must be double lashed to a 10M support strand using .038 super high strength lashing wire. No self-supporting or figure eight type cables.
- Clearances for aerial cable over road ways and parking lots must meet National Electrical Safety Code (N.E.S.C.) standards.
- Guying for aerial cables must meet requirements specified in the AT&T Outside Plant Engineering Handbook dated August 1994 and BICSI Customer-Owned Outside Plant 2nd Edition.
- Detailed drawings must be submitted to MLGW for pole attachment approval.
- All riser cable must be protected by a minimum of three 3/16" x 8' u-guards.
- A maintenance loop must be placed every ten spans for emergency restoration. Each maintenance loop must be a minimum of 160 feet in length and lashed to the support strand.
- Standoff brackets must be used when required by MLGW for backside pole attachments.
- All aerial cable design must meet the heavy storm loading requirements set forth in the AT&T Outside Plant Engineering Handbook dated August 1994.
- When federal, state, city, or county requirements differ from those of the NESC, BICSI Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994, adhere to governmental requirements only when they are more stringent than those of the NESC, BICSI Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994.

Buried Cable Placement

- All fiber cables must be dielectric loose tube with a dry blocking agent.
- All cables must be placed at a depth of thirty inches or greater.
- All trenched or directional bored cable must have tracer wire placed along with the cable. Tracer wire must be number twelve gauge or larger and have a HMWPE covering.
- All trenched and directional bored cable must include an inner-duct. The inner-duct must have a diameter of one and one quarter inches and manufactured of HDPE. The inner-duct will be orange in color for visibility.
- All trenched cable will include a warning tape placed twelve inches above the actual depth of the cable.
- All buried cables placed in public Right of Way must have a permit from the City of Memphis.
- All buried cable locations must be submitted in GPS format to Tennessee One Call.
- When federal, state, city, or county requirements differ from those of the NESC, BICSI Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994, adhere to governmental requirements only when they are more stringent than those of the NESC, BICSI Customer-Owned Outside Plant 2nd Edition, and AT&T Outside Plant Engineering Handbook dated August 1994.

Other Network Equipment

Other network equipment will include cable termination frames:

Nortel 250-pair BIX Frame (A0270164)

Nortel 300-pair BIX Frame (A0340936)

Nortel 6-pair BIX 1A Termination Block (A0266828)

Administration and Surveillance

The Vendor will be responsible for the following administration and surveillance activities:

- Updates and revisions on Tennessee One Call GPS data records, including all cable additions will be provided to Tennessee One Call in the appropriate format.
- Notification of Vendor activity in all City of Memphis owned cables.
- Attendance of all TDOT and Tennessee One Call meetings on behalf of the City of Memphis

2.2. WARRANTY REQUIREMENTS

Warranty and Serviceability Requirements

All cabling and connectors including fiber optic cable must include a guarantee of a five (5) year Vendor warranty on all hardware and a one (1) year Vendor warranty on all labor. A service phone number must be available for 24-hour calling. An escalation procedure must be provided within the proposal response. The escalation procedure

should include the trouble reporting method, first response time, call-out procedures with contact names and telephone numbers, and any other relevant information.

- a. **Timely Response – Locates:** Vendor agrees to have all locates completed within 72-hours, per the laws of Tennessee. Non-emergency locate requests shall be performed during normal business hours and emergency service within 2-hours, 24 hours a day, 7 days a week.
- b. **Timely Response – Fiber Optic/Copper:** In the event that warranty of non-warranty repairs are necessary for a downed system, successful Vendor shall respond in person:
 - A 2 hour response is required during normal business hours after the receipt of the request concerning a downed system.
 - A 4 hour response is required for after-hours service request after the receipt of the request concerning a downed system.
- c. **Dispatch Number:** Vendor must provide a service dispatch number answered 24-hours a day, 7 days a week.
- d. **Additions and Changes, Per-Hour Labor and Site Visit Charge:** During the period of this Agreement the City will require cable maintenance or moves on previously installed cable. Vendors should quote the per-hour labor charge on this type of service, at no charge. No minimum charge for a site visit will be allowed.
- e. **Service Outside of Business Hours, Per-Hour Labor and Site Visit Charge:** The City views Police and Fire installations as 24-hour-a-day, 7 days-a-week operations. This service is deemed as a per hour charge as stated in Pricing Sheet.
- f. **Cable Locates:** The Vendor will be responsible for reviewing all locate tickets and marking all required locations. This includes updates on all ongoing construction project locations every ten days. The Vendor will be available on standby 24-hours-a-day; 7-days-a-week for emergency locates with a two hour response time.
- g. **Tennessee One Call:** Currently the City has an account with the Tennessee One Call for cable locates. The Vendor will be responsible for making sure all required information is given to Tennessee One Call so the correct Vendor is notified for all locates for the City of Memphis. Updates and revisions for the Tennessee One Call GPS data records, including all cable additions will be provided in the appropriate format to Tennessee One Call and to the City of Memphis. The responsibilities will also include updating the fiber cable spreadsheet. All cable shall be located and documented per the Tennessee One Call requirements.
- h. **Authorized Service:** Vendor must have local, full-time employees who are qualified to provide technical support for services purchased. Specifically:
 - Adequate Staffing: Vendor shall have a fully staffed business office, which includes at a minimum, one (1) person to answer service calls and operational questions and two (2) technical employees. During normal business hours, the phone must be answered by office staff. After-hours telephone answering may be automated if an escalation call list to bypass it has been provided by the Vendor. (In addition the Vendor must give the trouble escalation schedule in terms of who handles the problem at each level of the escalation and the length of time spent at each level before further escalation is required.)
- i. **Service Coverage:** Vendor agrees to provide normal service between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding City holidays. Vendor further agrees to provide emergency service 24 hours a day, 7 days a week. Emergency service means any locates that require an immediate locate.
- j. **Service Level Agreement:** Vendor agrees to provide quotes within 5 business days after receipt of the quote request unless City agrees to extend this time frame. Vendor agrees to provide emergency quotes within 4 hours after receipt of an emergency quote request. Vendor agrees to a 2-hour response time for a downed system during business hours and a 4-hour response time, 24 hours a day, 7 days a week, for emergency service for a downed system. Vendor agrees to complete all installation requirements in accordance with each funded Purchase Order within 7 business days after approval from Tennessee One Call for buried cabling or/and M.L.G. & W. for aerial cabling, unless the city agrees to extend this timeframe. Along with invoices, Vendor will provide a copy of ALL completed work orders with acknowledgment signature by onsite/end user contact. Vendor will provide by no later than 5th working day of each month a report of work performed for the previous month that will include quote reference number, Remedy request number, date and time quote request received, start and end date and time for work performed, brief description of work performed. Monetary penalties will be assessed by the City per missed SLA.

1. \$100 per missed quote unless timeframe was extended by the City

2. **\$500 per missed emergency quote**
3. **\$500 per missed 2 hour response time per business day emergency**
4. **\$500 per missed 4 hour response time per after-hours emergency**
5. **\$100 per missed installation unless the time frame was extended by the City**

- k. **Qualified Employees Technicians:** Vendor must provide one or more full-time on-staff employees who are BICSI RCDD Certified and/or have a minimum of ten (10) years' experience with outside plant cabling, who are full-time employees and are based in Shelby County. Evidence of technician certification and/or experience shall be attached to the bid. Additional RCDD OSP Certified employees and years of experience are preferred but not required. Out of town consultants and employees will not qualify. These certifications will be verified.
- l. **Tennessee Drug Free Workplace:** It is preferred that the Vendor be an active participant and member of the Tennessee Drug Free Workplace Program. Please attach a current certificate to the bid.
- m. **Work Eligibility for non US Citizens:** Vendor shall provide proof of necessary employment eligibility verification for any non-US Citizen personnel.
- n. **Adequate Parts Inventory:** Vendor must maintain a spare parts inventory that will allow the Vendor to meet maintenance requirements specified under the contract. The chosen Vendor's spare parts inventory may be inspected at any time during the contract period for compliance. Failure to comply could cause forfeiture of the contract.

2.3. COST REQUIREMENTS

2.3.1 Cost

The Vendor(s) shall list and describe all associated costs necessary to fully deliver goods and services requested. Cost submitted should be the Vendor's best and final offer.

The City expects to receive the lowest prices the Vendor(s) is charging other organizations purchasing similar quantities of service, maintenance and equipment. The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace. All pricing should be listed in section (five) 5 of your response.

2.3.2 No Obligation to Purchase

The City does not guarantee the purchase of any service, maintenance, or equipment during the term of the contract.

2.3.3 Delivery Time

Services must be available immediately at the time of contract award. Thereafter, all Installations must be scheduled at the City's convenience. Vendor agrees to complete all installation requirements in accordance with each funded Purchase Order within 7 business days after approval from Tennessee One Call for buried cabling or/and M.L.G. & W. for aerial cabling, unless the city agrees to extend this timeframe.

2.3.4 Requests for Price Adjustments

Should the City choose to renew the contract for a further 12-month period, Vendor may request adjustments to its pricing. Such requests must be submitted in writing sixty days prior to the annual renewal date. Requests must be submitted via certified delivery requiring return receipt and may not be submitted as a bill insert or as part of a monthly statement.

Submit all requests for price adjustments to the following address:

SAIC SUBCONTRACTOR ADMINISTRATOR
% CITY OF MEMPHIS, INFORMATION SERVICES
5125 ELMORE ROAD, STE 6
MEMPHIS, TN 38134

3. PROPOSAL RESPONSE

This Section describes the contents of Vendor’s Proposal and provides an outline of how the Vendor should organize it. Vendor’s Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as, the additional instructions provided in Section 4.5 regarding the required Proposal formats and submission process.

Specifically, Vendor’s Proposal shall include each of the sections referenced in the table below. The requirements for each of these Proposal sections are described in more detail in this Section 3. **VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

Sections and Topics
Section 1 – Cover Letter
Section 2 – Executive Summary
Section 3 – Response to Requirements
Section 4 – References
Section 5– Insurance and Indemnification
Section 6 – Equal Business Opportunity (EBO) Program
Section 7 – Annual Report: May be included in separate cover from bound copies, but must be included with response.

3.1. COVER LETTER

Vendor’s Proposal shall contain a cover letter, in Section 1, acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor's company. Unsigned proposals will be disqualified.

3.2. EXECUTIVE SUMMARY

Section 2 of Vendor’s Proposal shall begin with an executive summary providing an overview of Vendor’s solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help meet the objectives of this RFP. The Executive Summary must clearly describe each item as identified below. Vendor’s proposal will be disqualified if **all** items are not addressed below:

Corporate Introductions and Company Background

This section shall comprise no more than four (4) pages, including name and address of the firm or joint venture submitting the proposal and the name, address and telephone number of the person(s) authorized to represent the firm or joint venture. If the proposal is being submitted by or on behalf of more than one entity, all entities represented must be clearly identified.

Vendor must provide a brief company description, history and financial status. In addition, Vendor should submit the following information:

1. **Name.** The name under which the bidder is licensed to do business.
2. **Address.** The address of the bidder's headquarters office.
3. **Local Address.** The address of the bidder's local office responsible for the proposed work, if different from the headquarters office.
4. **Local Officers.** Names, titles and telephone numbers of local officers or representatives of the bidder.
5. **Years of Local Service Experience.** The number of years the bidder has actively participated in work in Shelby County and its neighboring counties similar to that described in this RFP Section 1.1 Overview of Work.
6. **Size of Staff.** The number of bidder employees: internationally, nationally and locally. Information must include the total number of employees in Shelby County and its neighboring counties; in particular, the number of technical and support staff presently supporting similar service, their qualifications and length of service.
7. **Record with the City.** Description of current and past bidder experience in delivering services to The City similar to those required under the contract.
8. **Current Contract Obligations.** Existing Vendor contractual commitments of similar scope and priority and their estimated impact on the Vendor's ability to service this contract, if awarded.
9. **Sample resumes of staff.** Sample resumes of staff that could be utilized to perform work for the City of Memphis.
10. **Dun & Bradstreet Number or Tax ID Number.**
11. **Other.** Other general information, as determined by the Vendor to be of importance in evaluating the Vendor.

RESPONSE TO REQUIREMENTS

In Section 3 of its Proposal Response, Vendor shall explicitly confirm its agreement with the full Scope of Services described in this section. This section will comprise no more than 100 pages and will provide a detailed description of the proposed solution. Vendor's response must describe in detail how they will address **each** of the following requirements. Vendor's proposal will be disqualified if all requirements are not addressed below:

R1. Corporate Introductions and Backgrounds

R2. References

R3. Insurance and Risk of Loss

R4. Equal Business Opportunity Program

R5. Annual Report

R6. Escalation Procedure

R7. Certification - BICSI RCDD

3.3.1 Price Proposal

The Vendor will provide a detailed price proposal for the solution implemented. A pricing template is provided in the Appendix (see Exhibit 4 – Pricing Template) for the Vendor’s use. The City requires a Fixed Price Proposal for each element of the required service. Vendor’s proposal will be disqualified if the pricing template is not included with their proposal.

3.3. REFERENCES

In Section 4 of the Vendor’s Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor’s customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and for which Vendor has provided Services like those requested under this RFP within the last twenty four (24) months, including contact information for the references.

3.4. INSURANCE AND RISK OF LOSS

In Section 5 of the Vendor’s Proposal, Vendor should submit a statement of compliance to all listed indemnification and insurance provisions in the reply to this RFP or note any exceptions.

INDEMNIFICATION:

(a) Supplier shall indemnify, defend and hold SAIC and the City of Memphis harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Supplier’s (or any of Supplier’s subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein; (iii) breach of the confidentiality or disclosure provisions herein; (iv) infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right; or (v) violation of any law or regulation. Notwithstanding the foregoing, Supplier’s obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of SAIC.

(b) SAIC shall promptly notify Supplier of any claim that is covered by this indemnification provision and shall authorize representatives of Supplier to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

(c) If the sale or use of any item delivered under this Agreement is enjoined as a result of Supplier’s infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right, Supplier shall obtain, at no expense to SAIC, the right for SAIC and its customers to use and sell said item or shall substitute an equivalent item acceptable to SAIC.

INSURANCE:

Vendor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Vendor shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by Vendor. Vendor is required to provide copies of the insurance policies upon request. Vendor shall furnish SAIC’s Buyer or Subcontract Administrator, who issues any contract hereunder, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to SAIC and licensed in the state of Tennessee.

If any of the Insurance Requirements are not renewed at the expiration dates, payment to Vendor may be withheld until those requirements have been met, or at the option of SAIC. SAIC may pay the renewal premiums and withhold such payments from any monies due Vendor.

Each certificate or policy shall require and state in writing the following clauses:

Vendor shall provide notice to SAIC within three (3) business days following receipt of any notice of cancellation or material change Vendor's insurance policy from Vendor's insurer. Such notice shall be provided SAIC by certified mail, overnight courier, or email provided that email shall be confirmed by overnight courier or certified mail, to the following addresses:

SAIC
Attn: Renna' B Green, Senior Subcontract Administrator
5125 Elmore Road, Suite 6
Memphis, TN 38134

Vendor's insurance shall comply with the requirements set forth below and shall include the coverages set forth below.

WORKERS COMPENSATION: Vendor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$500,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$500,000	Disease-Each Employee

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Products /Completed Operations, Personal Injury, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. The general aggregate should apply per location or per project or both.

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

ERRORS AND OMISSIONS LIABILITY (PROFESSIONAL LIABILITY):

Professional Liability to cover all acts, errors, or omissions by the Vendor in the amount of two million dollars (\$2,000,000) per claim, with an annual aggregate of at least four million dollars (\$4,000,000), inclusive of legal defense costs. In addition, such coverage shall include coverage for the disclosure of personal information.

COMMERCIAL CRIME INCLUDING FIDELITY BOND INSURANCE:

In the event that Vendor responsibility under this Subcontract involves the handling or transporting of money, checks, credit cards, securities, third party property, or any combination of the above Vendor shall maintain a fidelity bond/commercial crime insurance policy including coverage for property of third parties in an amount equal to the estimated annual amount of funds or third party property or both that Vendor shall have in its care, custody, or control but in any case not less than five million dollars (\$5,000,000) to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction,

computer fraud, and burglary and robbery. Such policy shall be endorsed to include Client's Property Endorsement to provide coverage for SAIC's property or any third party property. Such insurance shall be primary and name the City and SAIC as loss payee as their interests may appear. Such crime and fidelity bond insurance to also include property of others, client coverage, and transit coverage for property of others.

EXCESS UMBRELLA LIABILITY INSURANCE:

Excess Umbrella Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence and listing Customer and SAIC as additional insured.

PROPERTY INSURANCE:

Vendor shall be responsible for maintaining any and all property insurance which protects against all risks of physical loss or damage to SAIC or City property while such property is in Vendor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.

Vendor is required to provide copies of the insurance policies upon request.

3.5. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Equal Business Opportunity Program

The City of Memphis encourages the participation of Small, Minority and Women-Owned Businesses in the purchasing process.

In Section 6 of the Vendor's Proposal, Vendor must include City of Memphis, Equal Business Opportunity Program Compliance & Good Faith Effort Documentation Forms (with supporting documentation as indicated on form) in reply to this RFP or note any exceptions. Vendor's proposal will be disqualified if the Vendor fails to include required forms and documentation with their proposal.

The City of Memphis through its Equal Business Opportunity ("EBO") Ordinance seeks to provide opportunities for minorities and women in the areas of prime contracting, subcontracting, and other areas of partnering opportunities. EBO requirements are governed by City Ordinance #5384, that may be accessed on the City's website at www.memphistn.gov under "Doing Business." The intent of the EBO Program is to increase the participation of locally owned minority-and women-owned business enterprises ("M/WBE") in the City's purchasing activities.

The MWBE goal for this RFP is 20%.

Eligible M/WBE Firms SAIC encourages M/WBE Vendor participation. To qualify as an M/WBE firm, according to the requirements of City of Memphis Ordinance #5384, a firm must be included on the City's list of certified M/WBE firms. One or a combination of several M/WBEs may be utilized to meet the established goal of 20%.

A list of the City's eligible MWBE firms is included in the following file:



Copy of EBO Master
List-April 10, 2014.pdf

Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Mary L. Bright

City of Memphis – Contract Compliance Officer

125 North Main Street, Suite 546

Memphis, TN 38103

Phone: (901) 576-6210, Fax: (901) 576-6560

Mary.Bright@memphistn.gov

CITY OF MEMPHIS

EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM

PROJECT TITLE: Outside Plant Cable

Project M/WBE GOAL: 20%. The Goal for this RFP shall follow the guidelines as set out in Section 3.6 of this RFP.

The following sections must be completed by bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

Bidder's Name

Section A - If the bidder is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base bid

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$ / %	M/WBE	SERVICE	CERTIFIED SUBCONTR. NAME, ADDRESS, TEL. #
Total	\$	%	
MBE			
WBE			

THIS FORM and SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.

CITY OF MEMPHIS

GOOD FAITH EFFORT DOCUMENTATION FORM

To The Honorable Mayor City of Memphis, Tennessee
From:

VENDOR NAME _____

PROJECT TITLE: **Outside Plant Fiber Optic/Copper Cabling and Locate/Maintenance Services**

Enclosed please find the required documents:

1. *Copies of all written notification to City of Memphis M/WBE listed firms. (Please attach list of all firms notified, detail how they were notified and when).

Said Bidder _____ did / or _____ did not select economically feasible portions of the work to be performed by M/WBE firms.

2. *List all M/WBE firms with which negotiations took place. (Attach list. If no negotiations were held, please state so.) Provide names, addresses, and dates of negotiations.

3. *Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. (Attach list. If no assistance was provided, please state so.)

The Bidder _____ did / or _____ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.

4. *List (on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder's conclusions. If no firms were found to be non-qualified, please state so.

THIS SIGNED FORM AND REQUESTED DOCUMENTATION (noted by an asterisk ‘*’) MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL. IF REQUESTED DOCUMENTATION IS NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.

Contractor's Name

Signature

Printed or Typed Name and Title

3.6. ANNUAL REPORT

In Section 7 of its proposal, Vendor must submit its' most recent annual report or current audited financial statements, as may be requested by SAIC. The financial stability of the Vendor and the Vendor's length of time in business will be closely evaluated. Financial information may be included in separate cover from bound copies, but must be included with response. Chosen Vendor must be able to provide an open line of credit with a minimum credit line of \$9,000.00. Vendor's proposal will be disqualified if their Annual Report or current audited financial statements is not included with their proposal.

4. INSTRUCTIONS ON RFP PROCESS

4.1. USE OF INFORMATION

Vendor may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP. Any Vendor that discusses this RFP or the Initiative with anyone within or outside SAIC or the City other than the persons and entities permitted pursuant to this RFP will risk elimination from further participation in the bidding process due to breach of confidentiality, in addition to enforcement by SAIC of any other remedies available to it. **All correspondence about this RFP and the Initiative should be limited to the Principal Contact described in Section 4.2 or other designated City personnel or agents.**

4.2. PRINCIPAL CONTACT AND INFORMATION REQUESTS

Renna' B. Green, Senior Subcontract Administrator, is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Vendor should direct all inquiries to the Principal Contact at: **City_of_Memphis_Bids@saic.com**

Vendor should not, under any circumstances, contact any City or other SAIC personnel (including senior SAIC or City management or SAIC or City employees with whom Vendor has an existing business or personal relationship) to discuss this RFP without the Principal Contact's prior written consent. Utmost discretion is expected of Vendor and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

4.3. SCHEDULE OF ACTIVITIES

- 4.3.1 In order to accelerate business transformation, service improvements and cost savings, SAIC has developed an **estimated timeline** for this Initiative. SAIC will move as quickly and efficiently as possible to determine the feasibility of Vendor's Proposal (and other RFP recipients' proposals), and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.
- 4.3.2 As a result, SAIC requests that Vendor make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.
- 4.3.3 It is SAIC's option to conduct interviews with finalists. However, in no way is SAIC obligated to interview finalists. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in the Section 3 Proposal Response of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration. For this reason, Vendor is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply, risks being dropped from further consideration.

4.3.4 SAIC reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the proposal be changed except by written modification by SAIC.

Activity	Date
Publish RFP	June 3, 2014
Vendor Questions Submission	June 11, 2014
City Response to Questions	June 25, 2014
Proposal Submission Deadline	July 11, 2014
Orals Presentation & Demonstrations	August 1, 2014
Contracts Negotiations begin	August 15, 2014
Notice of Intent to Award	August 22, 2014

4.3.5 Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4. INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

No objections with regard to the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specification or other proposed documents, a written request for interpretation thereof may be submitted in conformance with Section 4.2, prior to the deadline date. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. SAIC will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a Vendor shall be deemed to have understood fully the contents and meaning of the RFP.

Vendor may submit an initial set of questions based on its review of this RFP, by completing the template provided at Exhibit 1 (Vendor Questions Template) and sending it via email June 11, 2014 by 4:00 pm C.S.T. Questions received after 4:00 will not be answered. This email should be sent to the individual(s) described in Section 4.2, with the subject heading: "[Your company's name] – Initial City of Memphis **RFP# SAIC CoM RG 2014 R85304 RFP Questions.**" SAIC will post the responses to the questions on the City's web site June 25, 2014 by 5:00 pm C.S.T. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of SAIC will be the one posted via the City's website.

4.5. PROPOSAL SUBMISSIONS

4.5.1 **PROPOSAL SUBMISSION AND DUE DATE**

Vendor shall submit (A) 1 original and 10 complete printed copies of its Proposal (including the signed Cover Letters); and (B) 2 CDs or flash drives containing soft copies of its entire Proposal (including PDFs of the Signed Cover Letters) on or before **July 11, 2014 at 2:00 pm CT**, to the addressee provided below:

SAIC

Attn: Renna' B. Green, Senior Subcontract Administrator
Procurement
c/o City of Memphis
5125 Elmore Road, Suite 6
Memphis, TN, 38134

The label should identify the contents as: **City of Memphis RFP_ SAIC CoM RG 2014 R85304.**

PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.

- 4.5.1.1. Proposals may not be amended after the submission deadline.
- 4.5.1.2. Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with Vendor's response to this RFP will become the property of SAIC and may be returned only at SAIC's option.
- 4.5.1.3. With respect to the information contained on Vendor's CDs or DVDs:
 - 4.5.1.3.1. The folders and/or files should be organized in such a way as to preserve the order and labeling of how such information is presented in Vendor's printed copy of its proposal;
 - 4.5.1.3.2. Each document (and file name) should clearly show the name of Vendor;
 - 4.5.1.3.3. Each file should be pre-formatted by Vendor to facilitate on-line viewing and printing in a form consistent with Vendor's printed copy of its proposal;
 - 4.5.1.3.4. All documents should be presented in a native Microsoft office format (e.g., word, excel, PowerPoint, project) or PDF.
 - 4.5.1.3.5. Documents should not include embedded files.

4.5.2 **PROPOSAL FORMAT**

SAIC expects the Proposal to be a compilation of various documents, in particular because Vendor's Proposal must utilize the format in Section 3 – Proposal Response. The Proposal should be structured so that there is a primary, "core" document (organized in accordance with Section 3) that incorporates by reference, as applicable, the other documents.

Vendor shall use Microsoft Office 2010 file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper, unless another format is provided by the response template. Vendor responses should be specific, factual, brief and to the point, and should avoid pure sales and marketing content to the extent possible.

4.5.3 **PROPOSAL EXPIRATION DATE**

Proposals in response to this RFP shall remain valid for nine (9) months from the Proposal due date. SAIC may request an extension of time if needed.

4.6.4 VENDOR DATA

The confidentiality of information and data contained in Vendor's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

4.5.5 GENERAL

Subject to questions and clarifications raised on specific issues in accordance with Section 4.4, Vendor shall be deemed, by the submission of its Proposal, to have understood fully the meaning of the overall RFP. Any claims of ambiguity after contract award will not be accepted by SAIC.

4.5.6 GRATUITIES

BY ACKNOWLEDGMENT OF RESPONSE TO THIS RFP, THE OFFEROR HEREBY CERTIFIES THAT NO GRATUITIES WERE OFFERED BY THE SUPPLIER OR SOLICITED BY ANY SAIC EMPLOYEE EITHER DIRECTLY OR INDIRECTLY. ANY SITUATION WHERE A GRATUITY IS SOLICITED SHOULD BE REPORTED IMMEDIATELY TO SAIC'S CHIEF PROCUREMENT OFFICER OR DESIGNEE AT 703-676-6100.

4.5.7 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing by e-mail, SAIC of such error request modification or clarification of the document. The Vendor shall include the RFP number, page number and the applicable paragraph title. SAIC will issue/post any revisions to the RFP on the City's website (www.memphistn.gov). The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

4.5.8 ACCEPTANCE/REJECTION OF PROPOSALS

SAIC reserves the right to reject any or all proposals which are not responsive to the specifications of this Request for Proposal (RFP). SAIC shall reject the proposal of any Vendor that is determined to be non-responsive.

4.5.9 FAILED COMPETITION

Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area be received in response to the RFP. A competition is considered failed if only one responsive proposal is received. If a competition has been declared failed, SAIC then has the option to reopen the procurement or enter into a non-competitive procurement.

4.5.10 WITHDRAWING OR AMENDING A PROPOSAL

At any time prior to the scheduled deadline for receipt of proposals, the Vendor may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

4.5.11 INFORMALITIES/MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities or informalities in a Vendor's proposal when SAIC determines that it will be in SAIC's best interest to do so. Any such waiver shall not

modify any remaining RFP specifications or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.

4.5.12 VENDOR INDEBTED TO THE CITY

No contract will be knowingly awarded to any organization which, in the SAIC's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

4.5.13 TAX PAYMENTS

The City of Memphis is exempt from federal excise, state and local taxes on all purchases and SAIC will provide a transaction-specific tax exemption certificate, upon request.

4.6. NEGOTIATIONS

SAIC expects to conduct detailed negotiations with each of the selected providers. Details regarding this process will be provided at the appropriate time to Vendor, if it is chosen to be a selected provider, and may include discussions based on any aspect of a proposal.

SAIC intends to have various representatives participate in all negotiations. SAIC encourages a selected provider, as appropriate, to have its legal counsel participate as well. However, SAIC will not be precluded by the absence of down-selected providers' counsel from having its counsel participate, and selected providers will not be permitted to defer or revisit any matter due to the necessity of consultation with counsel.

4.7. AWARD OF SERVICES

SAIC reserves the right to award the Services to the lowest and best proposer or proposers or to make no such award, in its sole discretion.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

Vendors must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the City of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organization that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to SAIC issuing a properly executed purchase order or entering into a contract with the Vendor, the successful Vendor, whose principal business address is located within the limits of the City of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Service; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

4.8. PROTESTS

Any protest of award must be filed in writing with the City of Memphis Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent, 125 North Main, Room 354, Memphis, Tennessee 38103.

4.9. MODIFICATION OR TERMINATION OF RFP PROCESS

SAIC reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the Initiative, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider.

4.10. SUPPLEMENTAL INFORMATION

If, subsequent to issuance of this RFP, additional relevant material is produced by or becomes available to SAIC, such material will (where appropriate) be transmitted to all RFP participants for their consideration. SAIC will make modifications by issuing a written addendum, which will be posted on the City's website. Any revisions to the solicitation will be made only by an addendum issued by SAIC. It is the responsibility of the Vendor to check the website for possible addenda and should consider such information in its Proposal. SAIC will assume that all changes or additional requirements transmitted have been taken into account in Vendor's Proposal (including with respect to pricing), unless otherwise specified.

4.11. NO REPRESENTATIONS OR WARRANTIES

SAIC makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by SAIC through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by SAIC, and for preparing and submitting responses to the RFP.

SAIC has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its Proposal, Vendor should use the information provided on an "as-is" basis for its initial Proposal. Information regarding the City and the project or initiative described in this RFP may be revised or updated, and republished for inclusion in a final response.

4.12. PROPOSAL PREPARATION COSTS

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

5. QUALIFYING PROPOSALS

5.1. QUALIFYING PROPOSALS

SAIC will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all of the criteria set forth in Section 3. All Proposals that **ARE NOT** a Qualifying Proposal will be disqualified from this RFP process.

5.2. EVALUATION OF QUALIFYING PROPOSALS

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate SAIC or City of Memphis staff. All information provided by the Vendor in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation.

SAIC will evaluate each Qualifying Proposal based on the degree to which it complies with the RFP's requirements, as articulated in this document. The primary categories to be evaluated are:

Evaluation Criteria	Description	Weight
Business Viability	Business Tenure or General Experience, Proof of Insurance, Financial Stability or Annual Report, Customer References or Local Experience, Workforce or Staff	15%
Product Functionality and Service Capabilities	Supplied Material or Product Certification, Warranty Coverage, Business License or Certifications	25%
Support Services	Implementation Services and On-going Support Services	25%
Cost / Pricing	Vendor provides a cost effective pricing methodology	35%
Total Score		100.0%

6. RFP TERMS AND CONDITIONS

REQUEST FOR QUOTATION/PROPOSAL (RFQ/P)

GENERAL PROVISIONS: WE WOULD LIKE TO TAKE THIS OPPORTUNITY TO REMIND SUPPLIERS OF OUR COMMITMENT TO CONDUCT BUSINESS WITH UNCOMPROMISING INTEGRITY. THIS COMMITMENT IS CLEARLY ESTABLISHED IN SAIC'S CODE OF CONDUCT SAIC EXPECTS SUPPLIERS TO CONDUCT THEMSELVES IN A MANNER CONSISTENT WITH THE PRINCIPLES OF OUR CODE OF CONDUCT. IN ADDITION, WE STRONGLY ENCOURAGE OUR SUPPLIERS TO HAVE PROACTIVE AND MEANINGFUL ETHICS PROGRAMS ESTABLISHED WITHIN THEIR ORGANIZATIONS. WE WANT OUR SUPPLIERS TO UNDERSTAND, FOSTER, AND MIRROR THE ETHICAL CONDUCT WE EXPECT FROM OUR EMPLOYEES IN ALL BUSINESS TRANSACTIONS. IF YOU BELIEVE THAT SAIC OR ANY OF ITS EMPLOYEES OR AGENTS HAS ACTED IMPROPERLY OR UNETHICALLY, PLEASE REPORT SUCH BEHAVIOR TO THE SAIC ETHICS HOTLINE (800) 435-4234.

1: PREPARATION OF OFFERS

- (a) All information shall be in ink or electronically prepared. Mistakes may be crossed out and corrections inserted before submission of your offer. The person signing the offer shall initial corrections in ink.
- (b) An authorized officer of the offeror shall sign all offers.
- (c) All offers shall include the RFQ/P number shown.

2: LATE OFFERS

Formal offers, amendments, or requests for withdrawal of offers received after the date specified for submittal will not be considered.

3: ALTERNATE PROPOSALS

In addition to the offer solicited herein, the offeror is invited to submit an alternate proposal, which may be advantageous to Science Applications International Corporation (“SAIC” or “Buyer”).

4: COMPLETENESS

All information required by RFQ/P must be supplied to constitute a responsive bid. Non-responsive offers may not be considered.

5: BRAND NAMES

- (a) Brand names and part numbers, when used, are for reference to indicate the performance or quality desired.
- (b) Equal items will be considered provided that the offeror describes the article. Offers for equal items shall state the brand name and part number, or level of quality. The determination of the Buyer as to what items are equal shall be final and conclusive.
- (c) When brand name, part number, or level of quality is not stated by the offeror, it is understood the offer is exactly as specified.

6: COUNTERFEIT PRODUCTS

For purposes of this clause, Goods are any tangible items, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Offeror agrees and shall ensure that Counterfeit Goods are not delivered to SAIC. Goods delivered to SAIC or incorporated into other Goods and delivered to SAIC shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. If requested by SAIC, bidder shall provide OCM/OEM documentation that authenticates products. Offeror shall report suspected or confirmed counterfeit items into the Government-Industry Data Exchange Program (GIDEP).

7: NET PRICES

Offered prices, unless otherwise specified, must be net, including transportation and handling charges, which shall be set forth as a separate line item on quotation/proposal. Transportation charges must be fully prepaid by offeror to destination, and subject only to cash discount for prompt payment of invoices.

- (a) Prices should be quoted as “Unit” prices; do not quote “Lot” prices.
- (b) Provide pricing schedule based on specified price breaks, if any.
- (c) If applicable, furnish published price list with offer.

8: EVALUATION

Buyer reserves the right: (1) to award on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all offers, or any part thereof; (3) to waive any informality in the offers; and (4) to accept the offer that is in the best interest of SAIC. The Buyer's decision shall be final.

9: NO BID

In the event an offer cannot be submitted for the specified requirements as set forth in the RFQ/P, please provide an explanation as to why you are unable to bid on these requirements.

10: TAXES

Buyer may be exempt from the payment of any federal excise or any state sales tax. The price offered must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price, offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by Buyer.

11: AWARD

The order will be awarded to the lowest responsible and responsive offeror complying with all the provisions of the RFQ/P, provided the offered price is reasonable and is in the best interest of Buyer. The Buyer reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time, contacts of similar nature, or the offer of an offeror who, under investigation shows is not in position to perform the order.

12: ACCEPTANCE

A written award mailed (or otherwise furnished) to the successful offeror shall be deemed to result in a binding contract without further action by either party.

13: SERVICE LIFE

When applicable, all offerors will state their company policy regarding the return of defective and unserviceable items or products as well as the minimum service life of the offered item or product.

14: DELIVERY

When applicable, all shipments are to be made F.O.B. to a specific destination as specified, or prepaid. Collect shipments can be accepted only with proper advance notification, and only with specific approval from the Buyer. If required delivery date is not specified in the RFQ/P, the offeror shall advise the best possible delivery as days ARO.

15: PACKING SLIPS OR DELIVERY TICKETS

When applicable, all shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets in duplicate and shall contain the following information for each item delivered:

- (a) Purchase Order Number
- (b) Item Number
- (c) Description or Part Number
- (d) Quantity Ordered
- (e) Quantity Shipped
- (f) Name of the Supplier

The above requirement is extremely important when accepting shipments. Offerors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

16: LIABILITY

The Offeror shall hold Buyer, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted compositions; secret process, patented or unpatented invention; articles or appliances furnished or used under this bid, and agrees to defend, at Offeror's expense, any and all actions brought against Buyer, or itself because of the unauthorized use of such articles.

17: GENERAL

Any Purchase Order or Subcontract issued as a result of this Request for Quote/Proposal is subject to Buyer's Terms and Conditions regardless of offeror's terms and conditions submitted with the proposal. Specific

exceptions are to be noted as part of offeror's proposal and if incorporated into Buyer's Purchase Order or Subcontract will become binding on the parties.

18: TERMS and CONDITIONS

This prospective order is subject to the following attachments as checked:

COMMERCIAL

- SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Goods (Rev. 01-01-2012 Memphis)
- SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Services (Rev. 01-01-2012 Memphis)
- SAIC Subcontract Terms and Conditions (Firm-Fixed Price) (Rev. 01-01-2012 Memphis)
- SAIC Subcontract Terms and Conditions (Time & Materials/Labor Hour) (Rev. 01-01-2012 Memphis)
- Other:

GOVERNMENT

- SAIC Purchase Order Standard Terms and Conditions
- SAIC Terms and Conditions for Commercial Items (Government)
- SAIC Schedule A Subcontract Specific Terms and Conditions Time and Material/Labor Hour (Rev. 05-25-2012 Memphis)
- SAIC Schedule B Part I U.S. Government Terms and Conditions
- SAIC Schedule B Part II (Agency)
- SAIC Schedule B Part III (FAR Part 12 Subcontracts)
- Solicitation/prime special terms and conditions
- Other: SAIC IDIQ - Time and Material/Labor Hour
- SAIC Subcontract Terms and Conditions (Firm-Fixed Price) (Rev. 5-2012 Memphis)

If a U.S. Government Contract is indicated, you are required to follow the provisions of DPAS 15 CFR 700 and all other applicable regulations and orders of the U.S. Department of Commerce in obtaining products, materials and services needed to fill this order. This order is certified for national defense under DPAS, if a rating is shown. **(THIS IS NOT APPLICABLE TO THIS RFP)**

U.S. Government Solicitation/Contract:

No.

DPAS Rating:

19: GRATUITIES

By acknowledgment of response to this RFQ/P, the offeror hereby certifies that no gratuities were offered by the offeror or solicited by any SAIC employee either directly or indirectly. Any situation where a gratuity is solicited should be reported immediately to the SAIC Chief Procurement Officer at 703-676-6100.

20: BID SECURITY

The following bid security (if any) is applicable as outlined below: none

21: VALIDITY PERIOD

The Offeror's offer shall remain valid for a period of nine (9) months from the Buyer's due date (or other period of time as mutually agreed upon in writing by the parties).

7. LIST OF ATTACHMENTS AND EXHIBITS

The following attachments and exhibits are for the Vendor's use in providing the Proposal Response.

Exhibit Number	Title
Exhibit 1	Vendor Questions Template
Exhibit 2	Proposed Standard Contract
Exhibit 3	Employee Acknowledgement and Confidentiality Agreement
Exhibit 4	Pricing Template
Exhibit 5	City of Memphis Infrastructure Information

Exhibit 2 - "Proposed Contract"

SUBCONTRACT AGREEMENT

IDIQ/TIME AND MATERIAL (GOVERNMENT)

SELLER:	SUBCONTRACT No.:
ADDRESS:	MINIMUM VALUE: Amount of First Task Order MAXIMUM VALUE: \$

INTRODUCTION

This Subcontract, effective [Insert Date], is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC" or "Buyer"), and [Insert Seller's Name] (hereinafter known as "Seller"). The work to be performed by Seller under this Subcontract will support SAIC's work under Prime Contract No. **Contract Number 25162** that has been issued by the **City of Memphis**. The work defined in individual task order statements of work and schedules will be performed on a Time and Material/Labor Hour basis in accordance with this Schedule A (Specific Terms and Conditions), and any document referenced herein.

SCHEDULE A – SPECIFIC TERMS AND CONDITIONS

1.0 TERM

The term of this Subcontract shall commence upon the effective date above and shall terminate on [Insert Date].

1.1 OPTIONS TO EXTEND TERM

SAIC may exercise the options below to extend the term of this Subcontract by giving written notice to the Seller before the end of the then current term.

[List each option period or remove provision 1.1 if no options]

1.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY AND TASK ORDERS

(a) Seller shall perform only as authorized by task orders. No supplies or services shall be furnished under this Subcontract except to the extent ordered by the undersigned or SAIC's Contractual Representative set forth in Article 6.0.

(b) Exclusivity of supply is neither implied nor intended and SAIC is free to purchase the same or similar services from sources other than the Seller. There is no guarantee that SAIC will issue any task orders, nor is there any limit on number of task orders that SAIC may issue. The Minimum Value of this Subcontract is the value of the initial task order issued hereunder.

(c) Task orders shall be deemed issued for purposes of this Subcontract at the time the Task Order is fully executed by both Buyer and Seller. All task orders issued hereunder are subject to the terms and conditions of

this Subcontract and the Subcontract shall govern in the event of any conflict with the terms and conditions of any task order.

(d) Any task order issued but not completed during the term of this Subcontract shall be completed by the Seller within the time specified in the task order. The Subcontract shall govern the parties' rights and obligations with respect to that task order to the same extent as if the task order were completed during the Subcontract's term.

(e) The following information, at a minimum, shall be specified in each task order, as applicable:

- Date of order
- Subcontract and task order number
- Statement of Work
- Technical and Contractual Representatives
- Key Personnel
- Period of performance
- Place of performance/delivery
- Government/SAIC furnished material
- Estimated labor categories/hours
- Material/Travel/Other Direct Costs
- Not to Exceed Value
- Funded amount

(f) Any travel required in an individual task order must be identified in the task order or must receive prior written approval from SAIC prior to departure.

2.0 NOT TO EXCEED (NTE) VALUE

SAIC shall have no obligation to compensate Seller for any amount exceeding the funding value as provided in Section 2.1 herein, unless the Subcontract is modified in writing by the parties. The NTE Value below is the estimated aggregate of all task orders issued under this Subcontract. Individual task orders also may contain NTE and Funding values, and SAIC shall have no obligation to compensate Seller for any amount exceeding the funding value in a specific task order. Subject to the foregoing, Seller may use a greater or lesser number of hours in any labor category, and may incur a greater or lesser amount of material and other direct costs.

LABOR CATEGORY	LABOR RATE/HR	LABOR HOURS	EXTENDED AMOUNT

		Total Hours:	Total Labor Cost:
OTHER DIRECT COSTS			
Materials (e.g. Purchased Parts, Items, and Assemblies):			
Travel (e.g. Airfare, Per Diem, Car Rental):			
Other Subcontracted Efforts (e.g. DBA, Charter Fees, Licensing Fees):			
Total NTE Value for Base Period:			

2.1 FUNDING

Each task order will be individually and separately funded. Unless the task order is modified in writing by mutual agreement of the parties, Seller is not obligated to incur expenses or make commitments in excess of the amount stated in each task order and SAIC is not obligated to compensate Seller beyond such amount. Seller shall notify SAIC in writing whenever it has reason to believe that the costs it expects to incur under this Subcontract will exceed 75 percent of the total amount so far allotted to the Subcontract. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the applicable Schedule. The foregoing notification requirement applies to each increment of funds provided to Seller under this Subcontract. Sixty days before the end of the period specified in such Schedule, Seller shall notify SAIC in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Subcontract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

3.0 INVOICES

Individual task order invoices shall be submitted to SAIC on a monthly basis and shall contain the following information: SAIC as the billed to address, remit to address, subcontract number/task order number, labor categories, project labor categories (as applicable), hourly rates, labor hours, and extended dollar totals by category. Material, Travel and other direct costs detail shall be separated from labor costs. Invoices will be delivered (preferably electronically) to:

Science Applications International Corporation

Attention: [Insert Subcontract Administrator's name]

[Insert Street Address]

[Insert City, State and Zip Code]

[Insert Email address]

Invoices shall clearly reference a unique invoice number on each invoice, the period of incurred costs, and the date of the invoice. Invoices shall include the "Amount Previously Billed," the "Amount of this Invoice," the "Withhold Amount" if any, and the "Total Amount Billed to Date" for each labor category. Seller shall submit invoices for the full amount stating the amount of withhold/retention if any for each line item billed.

Example shown with a withhold:	Line Item 1:	\$10,000
	- Less withhold:	\$500
	Total Amount Owed:	\$9,500

Invoices shall be signed and dated by Seller's authorized representative, verifying the costs included are correct.

Seller shall provide, on no less than a quarterly basis, a reconciliation of the amounts billed and payments received under the Subcontract in the form of a quarterly statement or other agreed upon format.

3.1 MINIMUM LABOR CATEGORY QUALIFICATION REQUIREMENTS

If applicable, the following statement shall be included in all invoices that include costs for labor categories that are subject to minimum labor category qualification requirements for education, employment, licensing and/or professional certification for subcontractor personnel:

"Seller has reviewed the qualifications of the individuals whose labor costs are being invoiced hereunder and hereby certify that all individuals meet the minimum labor category qualification requirements for education, employment, licensing and/ or professional certification for the specific labor categories for which his or her work is being billed."

Seller agrees that if this subcontract includes minimum labor category qualification requirements, Seller shall not invoice SAIC for any labor until subcontractor first verifies that each individual proposed to work satisfies the minimum labor category qualification requirements for each labor category. In instances where an individual does not meet all the minimum labor category qualification requirements, but Seller believes the individual is qualified to perform the work, Seller must request and receive a written approval from Buyer waiving some or all of the minimum labor category qualification requirements prior to permitting the individual to start work.

Seller agrees to promptly notify SAIC if it discovers, subsequent to assigning an individual to perform on a subcontract with minimum labor category qualification requirements, that a subcontractor employee does not meet one or more of the applicable minimum labor category qualification requirements.

Seller agrees to refund to SAIC all monies paid for any individual performing on a subcontract with minimum labor category qualification requirements where it is determined that the individual does not meet one or more of the applicable minimum labor category qualification requirements.

4.0 PAYMENT

SAIC shall make payment within 30 days after receipt of a proper invoice. SAIC may withhold 5% of the amount due under this paragraph, not to exceed \$50,000, until execution and delivery of all closeout documentation, acceptable to SAIC, in accordance with the requirements of Paragraph 21.0 herein. Seller's failure to deliver all closeout documentation, including a final invoice showing cumulative payments made, shall be a material breach

of this Subcontract, and may subject Seller to forfeiture of the 5% withhold. SAIC may offset against any payment due hereunder any amount owed to SAIC by Seller.

SAIC shall pay Seller upon the submission of invoices approved by SAIC as follows:

(a) *Overtime*. Unless specifically authorized in writing by SAIC, Seller is not authorized to perform and SAIC is not obligated to reimburse Seller for work performed on an overtime, extended work week, shift premium, or uncompensated time basis.

(b) *Materials and other direct costs (ODCs)*. Authorized material and other direct costs, such as travel, will be reimbursed on an actual cost basis in accordance with Generally Accepted Accounting Principles applied on a consistent basis. Seller may apply appropriate indirect burdens if 1) allowable as provided in the Schedule C article entitled "Indirect Cost Rates" and 2) SAIC determines that Seller's accounting and billing systems are adequate. Absent SAIC's determination of adequacy of Seller's accounting and billing systems, Seller shall be reimbursed only for the actual direct costs of material, travel and other direct costs.

Seller may select Automated Clearing House Credits ("ACH funds transfer") as the means of settlement. With regard to such ACH funds transfer, a payment from SAIC to Seller shall be considered timely with respect to any payment due date contained herein if the ACH funds transfer is completed no later than four (4) business days after such payment due date. SAIC shall not be in breach of these terms and conditions, or suffer any loss of discount or other penalty, with respect to an ACH funds transfer that was initiated properly and timely by SAIC to the extent its completion is delayed because of failure or delay by the ACH funds transfer system, the operation of an ACH funds transfer system rule which could not be anticipated by SAIC, or rejection by the Seller's bank.

5.0 AUDIT

At any time before final payment under this Subcontract, SAIC may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by SAIC not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by Seller as the "completion voucher" and supporting documentation, and upon compliance by Seller with all terms of this Subcontract, SAIC shall pay any balance due Seller.

The Seller attests to the accuracy of the foregoing and agrees to promptly notify Buyer of any changes to its Accounting System, Billing System and/or related internal control structure or business system(s) that would affect its ability to report hours delivered accurately and completely, and bill costs as certified in the Supplier's Representations and Certifications.

6.0 CONTRACTUAL REPRESENTATIVES

The following authorized representatives are hereby designated for this Subcontract:

SELLER:

SAIC:

NAME

NAME

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

EMAIL: _____

EMAIL: _____

All notices or other written communication required or permitted to be given under any provision of this Subcontract shall be in writing and shall be deemed to have been given by the notifying party if delivered by hand, facsimile (with confirmed receipt), electronic media (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's above-identified contractual representative. Individual task orders may specify other point of contacts which shall take precedence over this Article. Notwithstanding the above Point of Contacts, individual task orders may specify other point of contacts which shall take precedence over this Subcontract.

7.0 PERSONNEL

(a) If applicable, personnel assigned to the labor categories set forth in Article 2.0 shall meet or exceed the minimum qualification and experience requirements specified in the Labor Categories/Qualifications attachment.

(b) Seller shall designate "Key Personnel" who are essential to the successful completion and execution of this Subcontract. Key Personnel shall perform all work necessary for the timely and quality completion of the task to which they are assigned. Seller may not substitute or replace a Key Personnel without SAIC's prior written approval. Seller's Key Personnel will be identified in individual task orders.

(c) SAIC reserves the right to direct the removal of any individual assigned to this Subcontract.

8.0 WARRANTY

In addition to any other warranties specified herein or provided by the manufacturer, Seller warrants that; 1) the services provided under this Subcontract shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature; and 2) that any goods delivered under this Subcontract will be new, unless otherwise specified, and for a period of 1 year following acceptance be free from defects in design, material and workmanship. All goods and services will conform to applicable specifications, drawings, and standards of quality and performance. In the event of any breach of the foregoing warranties, Seller shall, at its own expense, at SAIC's election either: (1) re-perform the non-conforming services and/or correct the non-conforming goods to conform to this standard; or (2) refund to SAIC that portion of the amounts received by Seller attributable to the non-conforming services and/or goods. All warranties of Seller shall inure to the benefit of both SAIC and SAIC's customers. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by SAIC.

9.0 INDEMNIFICATION

(a) Seller shall indemnify, defend and hold SAIC and SAIC's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein; (iii) breach of the confidentiality or disclosure provisions herein; or (iv) violation of any law or regulation. Notwithstanding

the foregoing, Seller's obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of SAIC.

(b) SAIC shall promptly notify Seller of any claim that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

(c) If the sale or use of any item delivered under this Agreement is enjoined as a result of Supplier's infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right, Supplier shall obtain, at no expense to SAIC, the right for SAIC and its customers to use and sell said item or shall substitute an equivalent item acceptable to SAIC.

9.1 INFRINGEMENT INDEMNITY

Seller shall indemnify, defend and hold SAIC and SAIC's customers, as well as their respective officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any claim, suit or proceeding ("Claim") asserting that the goods or services, or any part thereof, furnished under this Subcontract, or the use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by the Indemnified Parties in connection with such claim, including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and SAIC's or its customer's option undertake one of the following: (i) obtain for SAIC and its customer the right to continue the use of such goods or services; (ii) in a manner acceptable to SAIC and its customer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to SAIC an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

10.0 INSURANCE

Without prejudice to Seller's liability to indemnify SAIC as stated in any Indemnification provision contained in this Subcontract, Seller shall procure at its expense and maintain for the duration of this Subcontract, and ensure that any of its subcontractors used in connection with this Subcontract procure and maintain, the insurance policies required below.

WORKERS COMPENSATION: Vendor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$500,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$500,000	Disease-Each Employee

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Products /Completed Operations, Personal Injury, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability

Coverage with Minimum Limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. The general aggregate should apply per location or per project or both.

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

ERRORS AND OMISSIONS LIABILITY (PROFESSIONAL LIABILITY):

Professional Liability to cover all acts, errors, or omissions by the Vendor in the amount of two million dollars (\$2,000,000) per claim, with an annual aggregate of at least four million dollars (\$4,000,000), inclusive of legal defense costs. In addition, such coverage shall include coverage for the disclosure of personal information.

COMMERCIAL CRIME INCLUDING FIDELITY BOND INSURANCE:

In the event that Vendor responsibility under this Subcontract involves the handling or transporting of money, checks, credit cards, securities, third party property, or any combination of the above Vendor shall maintain a fidelity bond/commercial crime insurance policy including coverage for property of third parties in an amount equal to the estimated annual amount of funds or third party property or both that Vendor shall have in its care, custody, or control but in any case not less than five million dollars (\$5,000,000) to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery. Such policy shall be endorsed to include Client's Property Endorsement to provide coverage for SAIC's property or any third party property. Such insurance shall be primary and name the City and SAIC as loss payee as their interests may appear. Such crime and fidelity bond insurance to also include property of others, client coverage, and transit coverage for property of others.

EXCESS UMBRELLA LIABILITY INSURANCE:

Excess Umbrella Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence and listing Customer and SAIC as additional insured.

PROPERTY INSURANCE:

Vendor shall be responsible for maintaining any and all property insurance which protects against all risks of physical loss or damage to SAIC or City property while such property is in Vendor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.

The Additional Insured coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by SAIC and notwithstanding any provision contained herein, the Seller, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by SAIC, and are not covered under any policy of insurance that SAIC has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Seller. In no event shall the liability of Seller or any subcontractors be limited to the extent of any of insurance or the minimum limits required herein.

Prior to commencement of any work, and within 15 days of any policy renewal that occurs while any work is ongoing under this Subcontract, Seller shall provide SAIC evidence of the insurance coverage required above, including evidence of additional insured status and waivers of subrogation where required. Failure of Buyer to demand such evidence or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Seller's, or its subcontractors', obligations to maintain the above insurance coverages.

11.0 SAIC FURNISHED ITEMS AND INTELLECTUAL PROPERTY

(a) All items furnished, loaned or bailed by SAIC to Seller hereunder, or purchased, or otherwise acquired by Seller for the performance of and specifically charged to SAIC under this Subcontract (collectively, the "Items"), are the

property of SAIC (or, as directed by SAIC pursuant to the terms of its prime contract, its Customer). Upon completion, expiration or termination of this Subcontract, Seller shall return all Items in good condition (reasonable wear only accepted) together with all spoiled and surplus Items to SAIC. In lieu of the return of Items to SAIC, Seller shall make such other disposition of all Items as directed in writing by SAIC. Seller agrees to replace, at its expense, all such Items not returned in accordance with this Section or returned in other than good condition. Seller shall not charge SAIC for any storage, maintenance or return of any Items. Seller shall bear all risk of loss for all Items in Seller's possession or for which Seller is responsible. Seller also agrees to use designs, data or other things contained or embodied in Items provided to or utilized under this Subcontract in accordance with any restrictive legends placed on such Items by SAIC or any third party. If SAIC furnishes any material (including but not limited to any computer software or other data) for fabrication pursuant to this Subcontract, Seller agrees: (i) not to substitute any other material for such fabrication without SAIC's prior written consent and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

(b) To the extent that Seller provides any commercial items (including commercial computer software) under this Agreement, the Parties agree that any normal commercial terms governing such commercial items shall govern the use of such commercial items, except to the extent that such normal commercial terms shall conflict or be inconsistent with terms of this Subcontract. In the case of any conflict or inconsistency, the applicable terms of this Subcontract shall take precedence over any conflicting or inconsistent commercial term.

(c) The Parties agree that all provisions of the prime contract between SAIC and its Customer regarding intellectual property rights shall be incorporated into this Subcontract with the same force and effect as if they were written in full text herein and shall govern the performance of this Subcontract. To the extent that any conflict exists between the intellectual property provisions of the prime contract between SAIC and its Customer and any normal commercial terms governing commercial items provided by Seller, the intellectual property provisions of the prime contract shall govern.

(d) To the extent applicable, the Parties shall apply the intellectual property provisions of the prime contract between SAIC and its Customer in a manner that reflects Seller's position as a subcontractor to SAIC. Seller shall grant to SAIC such intellectual property rights necessary for SAIC to perform its contractual obligations to Seller.

12.0 DISCLOSURE

During the term of this Subcontract and for a period of five (5) years after the completion of the last task order issued hereunder, Seller shall not disclose information concerning work under this Subcontract to any third party, unless such disclosure is required by law or necessary for the performance of this Subcontract. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without prior written consent of SAIC which shall not be unreasonably withheld.

13.0 COMPLIANCE WITH LAW

Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

By signing this Agreement, Supplier represents that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If, during the term of this Agreement, this information changes, Supplier shall notify SAIC without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment

14.0 COUNTERFEIT PRODUCTS

(a) For purposes of this clause, Goods are any tangible items delivered under this Agreement, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and

assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

(b) Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(c) In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

15.0 EXPORT CONTROL COMPLIANCE

Seller shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). The subject technology of this Subcontract (including data, services, software and hardware provided hereunder, defined as "Controlled Technology") may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22CFR120.16 may require an export authorization. SELLER shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.

Supplier hereby certifies that all Supplier employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3).

16.0 ORGANIZATIONAL CONFLICT OF INTEREST

Seller represents and warrants that its performance of this Subcontract does not constitute and will not create an organizational conflict of interest (OCI) that would impair its ability to provide impartial services to SAIC and its customer. If during the course of performance, Seller becomes aware of any actual or potential organizational conflict of interest caused by its performance of this Subcontract, Seller shall promptly notify SAIC in writing of the nature of such actual or potential organizational conflict of interest.

17.0 CHANGES

(a) SAIC may at any time, by written order, make changes within the general scope of this Subcontract in any one or more of the following:

- i. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured under this Subcontract in accordance with the drawings, designs, or specifications.
- ii. Method of shipment or packing.
- iii. Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Subcontract, whether or not changed by the order, SAIC shall make an equitable adjustment in the Subcontract price, the delivery schedule, or both, and shall modify this Subcontract.

(c) Seller shall assert its right to an adjustment under this clause within 20 days from the date of receipt of the written order.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause of this Subcontract, provided, however, that nothing in this clause excuses the Seller from proceeding with the work as changed without interruption and without awaiting settlement of any such dispute.

18.0 TERMINATION FOR CONVENIENCE

SAIC shall have the right to terminate this Subcontract or any order issued hereunder, in whole or in part, at any time, without cause, by providing written notice to Seller. Upon receiving notice of such termination, Seller shall

- (a) stop all work on this Order on the date and to the extent specified;
- (b) place no further contracts hereunder except as may be necessary for completing such portions of the Order as have not been terminated;
- (c) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
- (d) protect all property in which SAIC has or may acquire an interest and deliver such property to SAIC.

Within twenty (20) days from such termination, Seller may submit to SAIC its written claim for termination charges in the form prescribed by SAIC. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all SAIC's liability arising out of such termination. Under no circumstance shall Seller be entitled to anticipatory or lost profits.

SAIC reserves the right to verify claims hereunder and Seller shall make available to SAIC, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g., time cards and receipts). If Seller fails to afford SAIC its rights hereunder, Seller shall be deemed to have relinquished its claim.

18.1 TERMINATION FOR DEFAULT

SAIC may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:

- (a) Seller fails to make delivery of the goods or perform services within the time specified herein or any extension thereof; or
- (b) Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from SAIC specifying such failure; or
- (c) Seller becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay its debts as they become due.

If this Order is so terminated, SAIC may procure or otherwise obtain, upon such terms and in such manner as SAIC may deem appropriate, goods or services similar to those terminated. Seller shall be liable to SAIC for any excess costs of such similar goods or services.

Seller shall transfer title and deliver to SAIC, in the manner and to the extent requested in writing by SAIC at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the

terminated part of this Order and SAIC will pay Seller the contract price for completed articles delivered to and accepted by SAIC and the fair value of the other property of Seller so requested and delivered.

Seller shall continue performance of this Order to the extent not terminated. SAIC shall have no obligation to Seller in respect to the terminated part of this Order except as herein provided. SAIC's rights as set forth herein shall be in addition to any other rights in case of Seller's default.

Seller shall not be liable for damages resulting from default due to causes beyond the Seller's control a with Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier, at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the goods and services to be furnished by the subcontractor or supplier were not obtainable from other sources.

19.0 GOVERNING LAW

This Subcontract shall be governed by and construed in accordance with the laws of the State of Tennessee.

20.0 DISPUTES

SAIC and Seller agree to enter into negotiations to resolve any dispute arising under or relating to this Subcontract. Both parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are unsuccessful, either party may initiate litigation in a court of competent jurisdiction within the State of Tennessee.

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Shelby County or the United States Western District of Federal Court within the State of Tennessee and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court

21.0 SUBCONTRACT CLOSEOUT

Task Orders shall be closed on an individual basis. If Seller has applied indirect rates to any material, travel and/or other direct cost under any task order, Seller agrees to submit within thirty days after receipt of final indirect rates, the attached Closeout Package for each such order. Seller shall submit a FINAL invoice reflecting any audited rate adjustments for the period(s) of performance bearing the statement, "*This FINAL INVOICE was prepared using final audited rates as applicable to material, travel and/or other direct costs.*" SAIC may unilaterally close-out an order if the Seller fails to submit the close-out documentation within the specified time period.

If indirect rates do not apply, Seller agrees to submit within thirty days after end of the period of performance the attached Closeout Package. Seller shall submit a FINAL invoice bearing the statement, "*FINAL INVOICE*" as required by the Subcontract Closeout Package. SAIC may unilaterally close-out this Subcontract if the Seller fails to submit the close-out documentation within the specified time period.

22.0 ASSIGNMENTS AND SUBCONTRACTS

This Agreement and task orders may not be assigned, novated or otherwise transferred by operation of law or otherwise by either party without the other parties' prior written consent, which consent shall not be unreasonably withheld, provided, however, that SAIC may deny consent where it is in SAIC's best interest to do so. Notwithstanding the foregoing, Supplier hereby consents to SAIC's assignment of this Agreement and any task

orders hereunder to the City of Memphis, or any third party that succeeds SAIC in providing services to the City of Memphis.

Additionally, Supplier agrees to obtain SAIC's approval before subcontracting this Subcontract or any order or any portion thereof; this limitation shall also apply to the purchase of standard commercial goods or raw materials.

23.0 GENERAL RELATIONSHIP

SAIC shall be solely responsible for all liaison and coordination with SAIC's customer as it affects the applicable prime contract and this Subcontract. Seller's communications with SAIC's customer shall be limited to those necessary for the Seller's performance under this Subcontract. Any other communications between Seller and SAIC's customer requires the prior written approval of SAIC.

Seller is an independent contractor in all respects with regard to this Subcontract. Nothing contained in this Subcontract shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

24.0 NON-WAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms and conditions in the Subcontract, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Subcontract shall not affect the validity of other parts hereof.

25.0 STANDARDS OF BUSINESS ETHICS & CONDUCT

SAIC is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that SAIC employees adhere to a particularly high ethical standard in accordance with SAIC's Code of Conduct, which may be viewed at www.saic.com under Corporate Governance. SAIC's expectation is that Seller also will conduct its business fairly, impartially and in an ethical and proper manner, consistent with the principles of the SAIC Code of Conduct. In addition, SAIC strongly encourages that Seller have proactive and meaningful ethics and compliance programs established within your organization. As evidence of our commitment, should Seller wish to review SAIC's ethics training for your organization, request a copy through Buyer's contractual point of contact. SAIC expects the Seller to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If Seller has cause to believe that SAIC or any employee or agent of SAIC has acted improperly or unethically under this agreement/order, Seller shall report such behavior to the SAIC Ethics Hotline (800) 760-4332. Copies of The Science Applications International Corporation (SAIC) code of Ethics and contacts for such reports are available www.saic.com under Corporate Governance in Investor Relations. SAIC provides its Code of Conduct for informational purposes only, and makes no representations as to its appropriateness for use outside of SAIC.

25.1 NOTICE TO SAIC SUBCONTRACTORS REGARDING MONITOR

As part of the CityTime settlement reached with the United States Attorney's Office for the Southern District of New York ("U.S. Attorney's Office"), SAIC entered into a deferred prosecution agreement (the "Agreement") and agreed to retain an independent monitor, Contractor Integrity Solutions (CIS), for three years, from August 1, 2012. After SAIC entered into the Agreement, SAIC separated into two independent public companies, with the spin-off entity retaining the SAIC name. While SAIC is no longer bound by the DPA following the separation, it has agreed to assume certain obligations under the DPA, including those involving its subcontractors. As such, SAIC requests that you provide this information to those applicable employees and agents within ten days of the execution of this Subcontract.

CIS will review SAIC’s Ethics and Compliance program, procurement and subcontracting policies and practices, treatment of whistleblowers and their complaints, and conduct of non-federal government contracting. CIS will take appropriate steps to maintain the confidentiality of any non-public information.

All subcontractors and their agents may communicate with CIS, at any time, either anonymously or otherwise. CIS may be reached through the SAIC toll-free ethics hotline at 1-800-760-4332, by email at RJB@rjbednar.com, or by mail to Contractor Integrity Solutions LLP, 3805 Fort Worth Avenue, Alexandria, VA 22304. Further, any subcontractor employee or agent that becomes aware of any potential violation of law or any potential unethical conduct related in any way to their subcontract with SAIC, is obligated to report such conduct to SAIC at the same toll-free number above, or to CIS. No subcontractor employee or agent will be penalized in any way for contacting the monitor. These notice obligations do not relieve any individual from abiding by the individual ethics policies established by their company, or regulatory obligations under the FAR or other applicable statutes.

26.0 RESERVED

27.0 ORDER OF PRECEDENCE

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

1. Schedule A: Specific Terms and Conditions (Rev. 03/24/2014)
2. Schedule C: Customer Terms and Conditions dated [REDACTED]
3. Statement of Work and Schedule dated [REDACTED] and any referenced specifications
4. Task Order Terms and Conditions

27.1 ATTACHMENTS

1. Schedule C: Customer Terms and Conditions dated [REDACTED]
2. Statement of Work and Schedule dated [REDACTED] and any referenced specifications
3. Labor Categories/Qualifications
4. Closeout Package
5. **List all other program specific attachments**

28.0 SURVIVAL

If this Subcontract expires, is completed, or is terminated, Seller shall not be relieved of those obligations contained in the following articles:

Term	Warranty	Termination for Convenience
Options to Extend Term (if applicable)	Indemnification	Termination for Default
IDIQ and Task Orders	Infringement Indemnity	Governing Law
Not to Exceed	Insurance	Disputes
Funding	SAIC Furnished Items and Intellectual Property	General Relationship

Payment	Disclosure	Non-Waiver of Rights
Audit	Compliance with Law	Order of Precedence
Contractual Representatives	Changes	Survival

29.0 EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Supplier hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Supplier shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Supplier fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this order may be canceled, terminated or suspended in whole or in part by SAIC, and Supplier may be prohibited from contracting to supply goods and/or services to SAIC or the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with SAIC.

30.0 BUSINESS LICENSE

Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to SAIC issuing a properly executed purchase order or entering into a contract with the Supplier, the successful Supplier, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

31.0 CITY'S RIGHTS

SAIC and Supplier understand and agree that this Agreement is entered into for the benefit of the City of Memphis, Tennessee and that the City of Memphis is hereby expressly made a third party beneficiary of this Agreement. This Agreement and all of SAIC's rights and obligations hereunder may be assigned to the City of Memphis, or such other third party as the City of Memphis directs, whereupon SAIC shall have no further interests herein.

32.0 LOCAL LAWS

Supplier is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Supplier shall promptly notify SAIC of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

32.0 EQUAL EMPLOYMENT

Supplier agrees to comply fully with the equal requirements of Title VII of the Civil Rights Act of 1964, and with Title VI of the Civil Rights Act of 1964 and all other applicable federal, state or local laws prohibiting discrimination. No person will be excluded from participation in or be denied benefits of, or be otherwise subjected to discrimination in the performance of this purchase order, or in the employment practices of the Supplier. In the event Supplier fails to comply with the nondiscrimination requirements, SAIC may cancel, terminate or suspend, in whole or in part, this order. SAIC encourages participation of small and minority businesses in the purchasing process.

33.0 PUBLIC RECORDS

Supplier acknowledges that purchases hereunder are subject to the terms and conditions of the Tennessee Open Records Act.

34.0 OCCUPATION OF FACILITIES

Supplier shall permit City and/or SAIC and their agents and representatives to enter into those portions of the City and/or SAIC facilities occupied by Supplier staff at any time to perform facilities-related services.

Supplier shall not make any improvements or changes involving structural, mechanical or electrical alterations to the City and/or SAIC facilities without the City's and/or SAIC ' prior written approval. Any improvements to the City and/or SAIC facilities will become the property of the City and/or SAIC.

When the City and/or SAIC facilities are no longer required for performance of the services described in Exhibit "A" or any applicable Work Order, Supplier shall return such facilities to the City and/or SAIC in substantially the same condition as when Supplier began use of such facilities, subject to reasonable wear and tear.

35.0 CONDITIONAL AGREEMENT

This Agreement is conditioned upon: (1) the City approving the commitment of funds for this project and approving the contract through SAIC; and (2) the issuance by SAIC of Work Order document(s) hereunder.

36.0 ENTIRE AGREEMENT

The parties hereby agree that this Subcontract shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

In witness whereof, the duly authorized representatives of SAIC and the Seller have executed this Subcontract on the dates shown.

SELLER:

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

(Company Name)

X

x

(Signature)

(Signature)

NAME: _____

NAME: _____

(Type or Print)

TITLE:

DATE:

(Type or Print)

TITLE:

DATE:

EXHIBIT 3

EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME:	
VENDOR NAME:	
CLIENT:	SAIC and CITY OF MEMPHIS

GENERAL INFORMATION:

Your employer has entered into a contract with the CLIENT identified herein to provide certain services to CLIENT. In order to perform services or work under this contract, your signature on this Employee Acknowledgement and Confidentiality Agreement is required.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the VENDOR, referenced above, is my sole employer for purposes of the above referenced contract, I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above referenced contract.

I understand and agree that I am not an employee of the CLIENT for any purpose whatsoever, and that I do not have and will not acquire any rights or benefits of any kind from the CLIENT by virtue of my performance of work under the above referenced contract.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above referenced contract. I agree to forward all requests for the release of any data or information received by me to the CLIENT's Project Director, for the above referenced Contract, and to my immediate supervisor.

I agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from the CLIENT.

All materials, including, but not limited to, data, information, computer program, design, and details of systems feature and marking plans, which the VENDOR gains access to or knowledge of in the performance of this Agreement shall be deemed proprietary information of CLIENT. I hereby agree not to disclose for a period of five (5) years, commencing with the date of the termination of this Agreement, any part of the proprietary information to other persons, and I agree to keep proprietary information confidential. Information is not considered confidential if it can be obtained through open records procedures or independently through a third party who has legal authority to release the material.

I agree to return all confidential materials to my immediate supervisor upon completion of the Contract, or termination of my employment with my employer, whichever occurs first. I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that the CLIENT may seek all possible legal redress.

SIGNATURE: _____ NAME (Print): _____

DATE: ____/____/____ POSITION: _____

EXHIBIT 4 – PRICING TEMPLATE

Instructions:

Vendor will complete the Pricing Template and include in the Proposal Response in section 3 of their Response.

The following fixed cost (s) shall apply for purposes of this agreement. The prices shall remain in effect throughout the term of this Agreement. The Vendor may submit to SAIC, for its consideration, a written request for a contract price adjustment prior to the beginning of each successive contract year (i.e. the two option years) as set forth in the agreement. List all material needed for standard outside fiber optic and copper cabling installations.

Pricing Proposal

Please complete the following Template (please add any additional services that are applicable to your proposal):

Item	Description	Price
	LOCATE SERVICE AND ROUTE SURVELLANCE	
1	Provide 24/7/365 coverage to review and respond to all Tennessee One Call Tickets, Monthly Charge Includes NO MONTHLY ROUTE REVIEW	
	CABLE REQUIREMENTS/PRICING	
	MOHAWK MULTIMODE 62.5/125 PLENUM FIBER OPTIC CABLE	
2	4 STRAND (M9B044)	
3	6 STRAND (M9B045)	
4	12 STRAND (M9B048)	
5	24 STRAND (M9B612)	
6	48 STRAND (M9B616)	
7	72 STRAND (M9B620)	
	MOHAWK SINGLE MODE FIBER OPTIC CABLE	
8	4 STRAND (M9W044)	
9	6 STRAND (M9W045)	
10	12 STRAND (M9W048)	
11	24 STRAND (M9W612)	
12	48 STRAND (M9W616)	
13	72 STRAND (M9W620)	
	COPPER TELEPHONE FEEDER CABLING	
14	25 PAIR FEEDER	
15	50 PAIR FEEDER	
	MAJOR CUSTOM SC-SC 62.5/125 MULTIMODE DUPLEX PATCH CORDS	
16	2 METER (FD6ASCC-2M)	

17	3 METER (FD6ASCC-3M)	
18	5 METER (FD6ASCC-5M)	
19	7 METER (FD6ASCC-7M)	
20	10 METER (FD6ASCC-10M)	
	MAJOR CUSTOM SC-SC SINGLEMODE DUPLEX PATCH CORDS	
21	2 meter (FCDSASC-2M)	
22	3 meter (FCDSASC-3M)	
23	5 meter (FCDSASC-5M)	
24	7 meter (FCDSASC-7M)	
25	10 meter (FCDSASC-10M)	
	MAJOR CUSTOM LC-SC 62.5/125 MULTIMODE DEUPLEX PATCH CORDS	
26	2 meter (FD6ALCDSCC-2M)	
27	3 meter (FD6ALCDSCC -3M)	
28	5 meter (FD6ALCDSCC-5M)	
29	7 meter (FD6ALCDSCC-7M)	
30	10 meter (FD6ALCDSCC-10M)	
	MAJOR CUSTOM LC-SC SINGLEMODE DUPLEX PATCH CORDS	
31	2 meter (FSCDSALCDSC-2M)	
32	3 meter (FSCDSALCDSC-3M)	
33	5 meter (FSCDSALCDSC-5M)	
34	7 meter (FSCDSALCDSC-7M)	
35	10 meter (FSCDSALCDSC-10M)	
	OTHER NETWORK EQUIPMENT HARDWARE COST	
36	PANDUIT WALL-MOUNT 12-PORT ENCLOSURE (FWME2)	
37	PANDUIT WALL-MOUNT 24-PORT ENCLOSURE (FWME4)	
38	PANDUIT WALL-MOUNT 48-PORT ENCLOSURE (FWME8)	
39	PANDUIT RACK-MOUNT 18-PORT ENCLOSURE (FRME1)	
40	PANDUIT RACK-MOUNT 36-PORT ENCLOSURE (FRME2)	
41	PANDUIT RACK-MOUNT 54-PORT ENCLOSURE (FRME3)	
42	PANDUIT RACK-MOUNT 72-PORT ENCLOSURE (FRME4)	
43	PANDUIT OPTICOM 6-PORT SC DUPLEX PANELS (9FAP3WEIDSC)	
44	PANDUIT OPTICOM BLANK PANEL (FAPB)	
45	PANDUIT NETFRAME 19" RACK (NFR84)	
46	PANDUIT HINGED DOOR FOR NETFRAME RACK (NFD484)	
47	PANDUIT D-RING KIT FOR NETFRAME RACK (NFDR4X6K)	
48	PANDUIT LADDER RACK SUPPORT BRACKET (NFLRB)	
49	CHATSWORTH 19" X 7' EQUIPMENT RACK (55053-503)	
50	CORNING SC MULTIMODE 62.5/125 UNICAM CONNECTOR (95-000-40)	
51	CORNING SC SINGLEMODE UNICAM CONNECTOR (95-200-41)	
52	CARLON 1" PLENUM INNERDUCT WITH ROPE (CF4X1C)	

53	CARLON 1" NON PLENUM INNERDUCT WITH ROPE (CF4X1C)	
54	25 PAIR LIGHTNING PROTECTION LOADED W GAS MODULES	
55	50 PAIR LIGHTNING PROTECTION LOADED W GAS MODULES	
56	NORTEL 250 BIX FRAME (A0270164)	
57	NORTEL 300 BIX FRAME (A0340836)	
58	NORTEL 6-PAIR BIX 1A TERMINATION BLOCK (A0266828)	
	BURIED PLANT	
59	PLACE OUTDOOR RATED 1 1/4" INNERDUCT IN TRENCH OR BORE HOLE (LABOR ONLY)	
60	ROD AND MANDRILL DUCT (PER FT) INCLUDES MULE TAPER FOR FIBER PULLING	
61	PULL FIBER CABLE IN THE 1 1/4" INNERDUCT OR EXISTING CONDUIT (PER FT)	
62	TRENCH 36" – MACHINE	
63	TRENCH 36" – HAND DIG	
64	DIRECTIONAL BORE 2" (PER FT)	
65	DIRECTIONAL BORE 4" (PER FT)	
66	DIRECTIONAL BORE 6" (PER FT)	
67	CORE BORE STRUCTURE – SIMPLE (EACH) (X-RAY NOT REQUIRED)	
68	TRACER WIRE (INDUSTRY STANDARD) WITH HMWPE COVERING (PER FT INSTALLED)	
69	WARNING TAPE (PER 1000 FT REEL)	
70	PULL BOX (HAND HOLD) 24x36x18 LOAD BEARING (EACH INSTALLED) HAND HOLE INCLUDED	
71	SAW CUT ASPHALT OR CONCRETE (PER LINEAR FT UP TO 6" DEPTH)	
72	ASPHALT REMOVAL AND DISPOSAL 4" DEPTH (PER SQ FT)	
73	ASPHALT REMOVAL AND DISPOSAL EACH ADDITIONAL 3" DEPTH (PER SQ FT)	
74	ASPHALT REPLACEMENT – LABOR ONLY (PER SQ FT)	
75	CONCRETE REMOVAL AND DISPOSAL 6" DEPTH (PER SQ FT)	
76	CONCRETE REMOVAL AND DISPOSAL EACH ADDITIONAL 2" DEPTH (PER SQ FT)	
77	CONCRETE REPLACEMENT – LABOR ONLY (PER SQ FT)	
	AERIAL PLANT	
78	INSTALL 10M STRAND, POLE HARDWARE, STAND-OFF BRACKETS WHERE REQUIRED (COST OF STAND-OFF BRACKETS EXTRA, SEE ITEM 85), AND DOUBLE LASH FIBER CABLE POLE HARDWARE FOR STANDARD INLINE POLE INCLUDES 3 BOLT CLAMP, 18' MACHINE BOLT, 2 LASHWIRE CLAMPS, 2 SQUARE NUTS, 2 WASHERS, 2 TIE WRAPS AND 2 SPACERS AND 10M STRAND (PER FT INSTALLED)	
79	STRAND DEAD-END WRAP (EACH)	
80	STRAND SPLICE (EACH)	
81	BOND STRAND (EACH) INCLUDES HARDWARE	
82	RE-SAG CABLE (PER SPAN)	
83	DE-LASH OR RE-LASH CABLE (PER LINEAR FIBER FT) MATERIAL FOR RE-LASH IS INCLUDED WHEN REQUIRED	

84	INSTALL OR REMOVE STAND-OFF BRACKET EXISTING FIBER ROUTE (PER POLE) USED FOR MAINTENANCE	
85	STAND-OFF BRACKET 1 1/2"X18" (TO BE USED ONLY WHEN REQUIRED BY MLGW)	
86	ANCHOR 6" – INSTALLED (EACH) 6" SCREW ANCHOR IS ALL THAT WILL BE REQUIRED	
87	INSTALL U-GUARD AT RISER POLE (EACH) MOUNTING STRAPS AND 1/2" X 2 1/2" LAGS INCLUDED	
88	U-GUARD 3 3/16" X 8' STEEL – NON-FLANGED (EACH)	
89	INSTALL DOWN GUY (EACH) INCLUDES HARDWARE	
90	INSTALL SIDEWALK GUY (EACH) INCLUDES HARDWARE	
91	INSTALL OVERHEAD GUY (EACH) INCLUDES HARDWARE	
92	GUY GUARD 8' (EACH)	
93	GROUND WIRE 5 GA (PER FT)	
94	REMOVE AND REPLACE ACCESS/MAINTENANCE LOOP FOR NEW OR EXISTING SPLICE CASE. USE DOUBLE LASHING OR TIE WRAPS AT FREQUENT ENTRANCE SPLICE CASES (PER LINEAR FIBER FT) INCLUDES LASH WIRE OR TIE WRAPS	
95	POLE TRANSFER-STRAIGHT LINE (PER POLE)	
96	POLE TRANSFER –CURVE (PER POLE)	
97	POLE TRANSFER- DEAD END (PER POLE)	
98	POLE TRANSFER –JUNCTION (PER POLE)	
99	MOVE FIBER SLACK (PER FT) (THIS ITEM IS USED OPTEN IN THE REPAIR OF A FIBER DAMAGE)	
100	ATTACH FIBER TO BUILDING DIRECTLY FROM POLE (EACH) INCLUDES HARDWARE	
101	REMOVE AERIAL PLANT (WRECK-OUT) (PER FT)	
102	REMOVE ANCHOR (EACH)	
103	TREE TRIMMING (PER SPAN)	
	SPLICING	
104	MID-SHEATH FIBER ENTRY (EACH LOCATION)	
105	INSTALL NEW SPLICE CASE AND PLACE CABLES – AERIAL (EACH LOCATION)	
106	INSTALL NEW SPLICE CASE AND PLACE CABLES – BURIED (EACH LOCATION)	
107	RE-ENTER SPLICE CASE AND PLACE CABLE (EACH LOCATION)	
108	SPLICE 1-12 OPTICAL FIBERS (FUSION METHOD EACH FIBER) INCLUDES SLEEVES	
109	SPLICE CASE WITH ALL HARDWARE AND SPLICE TRAYS FOR 12-FIBER	
	PREMISE FIBER INSTALLATION COST IN CONJUNCTION WITH OSP INSTALL	
110	12 STRAND 62.5 MM OR SINGLE MODE	
111	24 STRAND 62.5 MM OR SINGLE MODE	
112	48 STRAND 62.5 MM OR SINGLE MODE	
113	72 STRAND 62.5 MM OR SINGLE MODE	
	PREMISE COPPER INSTALLATION COST IN CONJUNCTION WITH OSP INSTALL	
114	25 PAIR FEEDER	
115	50 PAIR FEEDER	

116	MOHAWK MEGALAN CATEGORY 5E+ NON-PLENUM CABLE (BLUE) (M56167) PER RUN < 100 FT	
117	MOHAWK ADVANCENET CATEGORY 6 NON-PLENUM CABLE (YELLOW) (M57204) PER RUN < 100 FT	
118	MOHAWK MEGALAN CATEGORY 5E+ PLENUM CABLE (BLUE) (M56168) PER RUN < 100 FT	
119	MOHAWK ADVANCENET CATEGORY 6 PLENUM CABLE (YELLOW) (M57195) PER RUN < 100 FT	
120	ALL CAT5E OVER 100 FT ADDITIONAL CHARGE (PER FT)	
121	ALL CAT6 OVER 100 FT ADDITIONAL CHARGE (PER FT)	
	LABOR CHARGES – HOURLY RATES	
122	LABOR PER PERSON PER HOUR; NORMAL BUSINESS HOURS M-F 8:00AM - 5:00PM	
123	LABOR PER PERSON PER HOUR, AFTER NORMAL BUSINESS DAY HOURS	
124	LABOR PER PERSON PER HOUR, HOLIDAY	
125	BACKHOE WITH OPERATOR PER HOUR, NORMAL BUSINESS HOURS M-F 8:00AM - 5:00 PM	
126	BACKHOE WITH OPERATOR PER HOUR, AFTER NORMAL BUSINESS DAY HOURS	
127	BACKHOE WITH OPERATOR PER HOUR, HOLIDAY	
128	FIBER SPLICER WITH BOOM TRUCK AND TOOLS FROM 8:00AM – 5:00PM M-F. THIS ITEM IS TO BE USED FOR SPECIAL SITUATIONS TO FACILITATE MAINTENANCE AND REPAIRS <u>ONLY</u> (PER HOUR)	
129	FIBER SPLICER WITH BOOM TRUCK AND TOOLS FROM 5:01PM – 7:59PM M-F, WEEKENDS AND HOLIDAYS. THIS ITEM IS TO BE USED FOR SPECIAL SITUATIONS TO FACILITATE MAINTENANCE AND REPAIRS <u>ONLY</u>	
130	CITY RIGHT OF WAY PERMIT (PER FT)	
131	JOB DESIGN (PER FT) (3500 FT MINIMUM, TO INCLUDE ACCESS AND MAINTENANCE LOOP) PRICE WILL INCLUDE DRAWINGS DELIVERED TO AND RETRIEVED FROM MLGW, OBTAIN CITY RIGHT OF WAY PERMITS, GPS DATA, AND AS-BUILT DRAWINGS SUBMITTED TO CITY OF MEMPHIS AT COMPLETION OF JOB.	
132	SPECIALTY MATERIALS AND SERVICES PURCHASED BY VENDOR WITH PRIOR APPROVAL OF CITY OF MEMPHIS (COST PLUS 20%)	
133	PRIVATE LOCATE SERVICE USED TO LOCATE UNDERGROUND FACILITIES OWNED BY THE CITY OF MEMPHIS NOT COVERED BY TENNESSEE ONE CALL. THIS WOULD BE ONLY ON CITY OF MEMPHIS PROPERTY. SOME EXAMPLES USED WOULD BE BURIED ELECTRICAL LIGHTING, IRRIGATION LINES, ALARM AND SECURITY SYSTEMS. (PER LOCATION WITH 500 FT LIMIT PER LOCATION) CITY OF MEMPHIS PERSONNEL WOULD BE REQUIRED TO NOTIFY CONTRACTOR OF THESE FACILITIES. CITY OF MEMPHIS PERSONNEL COULD LOCATE AT NO CHARGE TO CITY OF MEMPHIS AS AN OPTION.	

EXHIBIT 5 LOCATIONS

	FIBER CABLES	FOOTAGE
1	Bert Ferguson CC to MFD Station 58 -Sanga Rd	4,500
2	Hickory Hill CC to MPD -Riverdale	14,000
3	White Station Inspection Station to MFD Station 25 -Powell Rd	7,500
4	RKS Commercial Inspection Station to Arson Squad -Lamar	15,000
5	Orange Mound CC to Arson Squad -Lamar	6,400
6	North Water Treatment Plant to MFD 4	6,000
7	MFD 56 Reese Rd to MPD Northeast	20,000
8	MPD Central -Tillman to MFD Communications -Flicker	12,000
9	Juvenile Court to Washington Inspection Station	1,500
10	ED Rice CC to North Zone Office	550
11	Skinner CC to MPD West -Union Ave	5,000
12	MPD Heliport to MPD Training	3,000
13	Crime Scene 475 Klinke to Impound Lot	1,500
14	Fire Museum to City Hall	1,500
15	Fire Training to Police Training	1,000
16	City Hall To Mud Island Museum	2,000
17	Vehicle Repair 309 Scott to Sanitation 283 Scott	1,200
18	Vehicle Repair 819 E Raines to 791 E Raines MPD South	1,000
19	Vehicle Repair 1513 Levee to Solid Waste 1514 Bellevue	500
20	Vehicle Repair Fuel Pump top 2602 Mt Moriah MPD East	800
21	Vehicle Storage to 425 Klinke to Crime Scene 475 Klinke	1,000
22	EMA to 79 Flicker	800
23	Dog Squad to EMA	500
24	Hickory Hill MPD Precinct In and Out to Memphis Networx Backbone	6,500

25	MPD Southeast Precinct 2234 Truitt to City Backbone	13,750
26	1234 Brown-Sexton CC to City Backbone	1,200
27	619 N 7th St -Center for Neighborhoods to City Backbone	2,500
28	2801 Appling Center CSV -MFD Logistics to Memphis Network Backbone	1,750
29	8395 Dexter Rd -MFD Station 58 to Memphis Network Backbone	4,600
30	201 Poplar CJC to Memphis Network Backbone	3,000
31	1188 N Parkway -Lewis Senior Center to Memphis Network Backbone	7,900
32	1141 Barksdale -Glenview CC to Fire Arson	4,700
33	644 Adams -City Beautiful to Washington Inspection Station	2,500
34	435 S Parkway W -Riverside King Golf 10 Memphis Network Backbone	7,900
35	465 Klinker to City of Memphis Backbone	28,500
36	475 S Main St. MFD Sta 2 from MNET Backbone	6,000
37	980 E McLemore Ave. MFD Sta 14 from MNET Backbone	12,000
38	611 National Ave. MFD Sta 17 from MNET Backbone	13,500
39	4735 Willow Rd. MFD Sta 25 from MNET Backbone	16,500
40	2530 Whitney Ave. MFD Sta 27 Ave from City of Memphis Backbone	1,600
41	1150 Getwell Rd. MFD Sta 30 from MNET Backbone	14,650
42	3215 S. Third St. MFD Sta 36 from MNET Backbone	800
43	5921 Shelby Oaks MFD Sta 51 from MNET Backbone	6,000
44	2555 Winchester Rd. MFD Sta 33 from MNET Backbone	16,500
45	3426 Southern Ave. MFD Sta 18 from MNET Backbone	1,200
46	2248 Chelsea Ave. MFD Sta 19 from City of Memphis Backbone	500
47	5185 S. Third St. MFD Sta 45 from MNET Backbone	750
48	3423 Scenic Hwy Sta 46 from City of Memphis Backbone	4,000
49	3242 Fontain Rd. MFD Sta 42 from City Backbone	4,800
50	4255 E. Raines Rd. MFD 50 from MNET Backbone	3,000

51	5881 E. Raines Rd. MFD 53 from MNET Backbone	4,200
52	148 S Parkway W. MFD Sta10 from MNET Backbone	2,800
53	2788 Lamar Ave. MFD Sta 22 from MNET Backbone	6,000
54	1253 E. Holmes Rd. MFD Sta 43 from MNET Backbone	8,800
55	4258 Overton Crossing MFD Sta 31 from City of Memphis Backbone	5,200
56	3305 S. Mendenhall Rd. MFD Sia 35 from City of Memphis Backbone	300
57	Elvis Presley Blvd. MFD Sta 29 from MNET Backbone	15,200
58	688 Breedlove SI. MFD Sta 15 from City of Memphis Backbone	200
59	3468 Jackson Ave. MFD Sta 23 from City of Memphis Backbone	23,500
60	4160 Park Ave -Audubon Park Golf to City Backbone	1,200
61	3064 Clarke Rd -Fox Meadows Golf to City of Memphis Backbone	1,500
62	2080 Poplar Ave -Overton Park Golf to Memphis Networx Backbone	4,800
63	3815 Walnut Grove Rd -Galloway Golf to Memphis Networx Backbone	6,800
64	1005 Alice Ave -Pine Hill Golf to City Backbone	9,700
65	Mud Island -MPD 140 Cameras (placed by ESI)	2,153
66	1-55/ OCU - MPD I55/RR Bridges Cameras (placed by ESI)	2,140
67	2714 Union Ext -MPD Internal Affair Bureau (placed by Progressive Tech)	1,396
68	3030 Poplar -Memphis Public Library -Main Branch (placed by Progressive Tech)	4,129
69	750 East Holmes Rd -Whitehaven Golf Course (placed by Progressive Tech)	5,800
70	4351 New Allen Rd -MFD Station 49 (placed by ProTech)	10,004
71	1670 Channel -MFD Station 32 (placed by ProTech)	16,506
72	4602 Riverdale -MFD Station 55 (placed by ProTech)	12,376
73	220 Humphreys Blvd -MFD Station 44 (placed by ProTech)	23,570
74	355 Hollywood -Liberty Bowl and PT to PT Liberty Bowl to Maniac Bldg (placed by ProTech)	3,320
75	600 Jefferson -MPD Real Time Crime Center (RTCC) (placed by ProTech)	856
76	1017 Jefferson MFD STA 7-Com Tower	350

77	4528 Overton Crossing MFD STA -31 Com Tower	160
78	5921 Shelby Oaks 51 -Com Tower	140
79	5185 Hwy 61 S. MFD STA 45 -Com Tower	120
80	6675 Winchester Rd MFD 52 -Com Tower	150
81	1930 Germantown Rd Motrobridge	750
82	1075 Mullins Slotion Rd Motorbridge	11,630
83	5125 Elmore Rd -ACS	2,517
84	2960 Lamar Ave -Fire Station 22 (year 2010)	500
84	2355 Appling City Cv -Motor Vehicle Inspection Station (In Construction) (year 2010)	6,400
	Total Footage	489,017